

CITY COUNCIL

Public Safety, Public Works and Neighborhood Services Committee

Tuesday, February 19, 2013

**Agenda
5:00 p.m.**

The Public Safety, Public Works and Neighborhood Services Committee's area of responsibility includes Police, Fire, Neighborhood Parks, Neighborhood Revitalization, Community Development, Code Enforcement and Graffiti Abatement efforts, Community Group Organization and Support

Committee Members: Marcia Goodman-Hinnershitz (Chair), Jeff Waltman (Vice Chair) and Stratton Marmarou

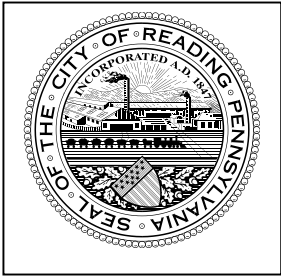
Although Council committee meetings are open to the public, public comment is not permitted at Council Committee meetings. However, citizens are encouraged to attend and observe the meetings. Comment from citizens or professionals during the meeting may be solicited on agenda topics via invitation by the Committee Chair.

All electronic recording devices must be at the entry door in all meeting rooms and offices, as per Bill No. 27-2012

- I. SAFER Grant Update – D. Hollinger**
- II. William Lane Parking Needs - C. Jones**
- III. Egelman's Lease and Status of City-owned Property List**
 - a. Request for an Asset Inventory**
- IV. Update on Gas Meter Issue – C. Younger**

Follow-up Issues:

- Storm Water Utility (PW 19)
- Seek Sponsorships for parks and park maintenance (PW 11)
- Former Police Academy Building
- Establish and Enforce a Utility Cut Program (PW 15) - in progress
- Fleet Maintenance Contract with Neighboring Municipalities (PW 03)
- Inventory of Lease Agreements (PW11) - in progress
- Capital Repairs to Library - in progress
- Managing all street lights (PW 21)
- Egelman's Park
- Egelman's Dam
- Ordinance Regulating Utilities in City Streets
- Street Lighting in Wyomissing Park area
- Police Force Manning Levels and Crime Trends - quarterly - next update April
- Update re In-sourced Recycling Collection
- Standards to Establish a Crime Watch
- UGI Meter Relocation
- Pagoda Foundation
- Angelica Lease Agreements



CITY COUNCIL

Public Safety, Public Works and Neighborhood Services Committee

***Wednesday, January 23, 2013
Meeting Report***

Committee Members Attending: S. Marmarou, M. Goodman-Hinnershitz, J. Waltman

Others Attending: S. Katzenmoyer, D. Hollinger, C. Snyder, L. Olsen, C. Jones

Ms. Goodman-Hinnershitz, Chair, called the Public Safety, Public Works and Neighborhood Services Committee meeting to order at 5:05 pm.

Ms. Goodman-Hinnershitz stated that there are two additions to this evening's agenda. She stated that the Pagoda Foundation and a Solid Waste issue will be discussed in addition to the topics listed on this evening's agenda.

Pagoda Foundation Update

Mr. Olsen stated that a task force was created in 2011 to determine the model to be used for non-profit management of the Pagoda. He stated that the Foundation began looking at the model used for the Museum with the School District. He stated that maintenance issues, hours of operation, etc were also discussed. The Foundation for the Reading Pagoda is pending as an independent, 501 (C) 3 organization.

Mr. Olsen explained that the Foundation is now working on an operational guide which will become the basis of a Memorandum of Understanding (MOU) with the City. He stated that a \$25,000 line item in the 2013 budget was eliminated which would have helped cover the costs of the Pagoda's operation.

Mr. Olsen stated that former Mayor McMahon is the chair of the Foundation but that he is out of town and could not attend this evening's meeting. He noted his hope that the Foundation will be fully operational in 2013.

Mr. Denbowski arrived at this time.

Mr. Olsen stated that the Foundation has been working cooperatively with Pagoda Skyline and that they are supportive of the Foundation.

Ms. Goodman-Hinnershitz stated that Council passed a resolution supporting the Pagoda Foundation in 2008. She stated that the \$25,000 in lost revenue must be replaced.

Mr. Spencer arrived at this time.

Ms. Snyder stated that the City will sign an MOU with the Foundation as it is too early to enter into a lease agreement. She stated that the resolution notes the Pagoda Foundation and questioned the need to pass another resolution naming the Foundation for the Reading Pagoda. She stated that the MOU will need legal review. She stated that the \$25,000 to cover the cost of the Pagoda manager was removed from the 2013 budget. She explained that the City kept all revenues in the past and that the operational costs are approximately \$10,000 per year.

Ms. Goodman-Hinnershitz noted her confidence that the Pagoda could raise \$10,000 per year on rental fees and other contributions.

Ms. Snyder suggested that the first \$10,000 in rentals be retained by the City to cover operational costs. She stated that rentals over \$10,000 be shared to cover variable costs and provide an incentive to increase rentals. She noted the need for the Foundation to carry liability insurance.

Ms. Goodman-Hinnershitz stated that costs are difficult to determine, especially capital maintenance. She stated that the Foundation has already assumed some costs and have paid for the installation of security cameras. She noted the need for balance.

Mr. Olsen questioned the name used in the Council resolution. Ms. Snyder stated that it is the Pagoda Foundation.

Mr. Waltman stated that a resolution can be changed quickly. He stated that this is a simple name change.

Mr. Olsen stated that the Foundation members were former members of the task force. He stated that they have not been sworn by the City.

Mr. Waltman stated that the City recently spent \$15 million to repair the Pagoda. He stated that there are many who will contribute to the Foundation and that he supports the concept. He expressed the belief that the Foundation is being built from the top down and questioned the long-term feasibility of the Foundation. He suggested that the City continue to contribute seed funding over the next several years. Ms. Snyder agreed.

Mr. Waltman questioned the operational costs. Mr. Jones stated that he will compile the costs.

Ms. Goodman-Hinnershitz stated that there are many missing pieces. She stated that there have been volunteers working at the Pagoda for many years.

Mr. Waltman described the vision of Ms. Goodman-Hinnershitz that the Foundation also encompass other areas on the mountain in the future. He noted the need for a clear vision.

Ms. Goodman-Hinnershitz stated that the vision is focused on the Pagoda. She stated that Pagoda Skyline has a larger area and that they are unable to handle it. She noted the need for the Foundation and Pagoda Skyline to work together.

Mr. Waltman suggested an MOU in the interim.

Mr. Marmarou voiced his support of the Foundation. He expressed the belief that the process is moving too quickly. He suggested that costs be examined and the legality of the name change be reviewed. He noted the need to ensure the process is followed in an orderly manner.

Ms. Goodman-Hinnershitz stated that the resolution can be easily changed. She stated that the MOU needs additional work but that the group needs standing. She stated that supervision and maintenance costs are rising.

Mr. Waltman suggested that the Foundation create a five year plan to transition, similar to that of the Recreation Commission. Mr. Olsen stated that the School District and Museum agreement decreased support 20% per year over five years. He suggested that this model be followed for the Pagoda.

Ms. Goodman-Hinnershitz stated that the costs of the business plan are known but capital costs are unknown.

Mr. Spencer questioned if the Foundation Board was in place. Mr. Olsen stated that the task force members have become Board members.

Mr. Spencer stated that Pagoda Pennies collection continues. He stated that there are other funds available to the Foundation. Ms. Goodman-Hinnershitz stated that she is aware of the other funds. She stated that the City owns the fire tower and has no agreement with Pagoda Skyline. She noted the Foundation's hope to set a business model and for the City to have consistent agreements.

Mr. Marmarou stated that all good things begin with volunteers. He noted the success of Rotary Park. He stated that the Pagoda is an icon for the entire County.

Ms. Goodman-Hinnershitz stated that the management of the Pagoda cannot be volunteer only. She stated that the manager is also performing maintenance including shoveling snow and clearing ice. She noted the need for a maintenance plan.

Ms. Katzenmoyer stated that if the City wishes to control membership on the Foundation, an ordinance creating the Foundation, listing its mission and duties, membership qualifications and terms, etc must be enacted. Mr. Olsen agreed.

Ms. Snyder questioned the feasibility of the Foundation without the support of the City. She stated that the income potential for the Pagoda is different from that of the Museum.

Mr. Waltman noted the need for a pro forma statement showing the costs and revenues of the Pagoda.

Mr. Olsen described the condition of the retaining wall. He stated that this project was deferred during the capital project but that the soil erosion is very visible.

Mr. Marmarou stated that the condition of the wall was noted in 2008.

Mr. Waltman noted the need to consider a City contribution. He also noted the need to keep the Mayor involved in the process and for the City and the Foundation to have a similar vision.

Mr. Spencer left the meeting at this time.

Mr. Waltman stated that everyone wants what's best. He stated that there are great

people involved.

Ms. Goodman-Hinnershitz stated that the manager reviews the security cameras at home since there have been problems in the past. She noted the need for a meeting of Foundation members.

Mr. Olsen agreed with the need for a meeting. He also noted the need to keep the Mayor involved to ensure there is a shared vision. He noted the need for work on the MOU. He noted the need to have and understand the costs.

Mr. Olsen left the meeting at this time.

SAFER Grant Update

Ms. Katzenmoyer distributed the pro forma information along with further explanation provided by Ms. Snyder.

Chief Hollinger stated that there is no new information since this was prepared. He stated that a meeting will be held with the IAFF tomorrow and that no firm decision has been made. He stated that the new hires must be on board by March 9 if the grant is accepted.

Chief Hollinger stated that it is expected that 10 – 12 members of the department will retire by the end of the grant period. He stated that he has just learned that another member of the department is leaving.

Mr. Marmarou stated that generally the department knows well in advance of those leaving. He stated that the department can also review who is eligible for retirement.

Mr. Waltman questioned if the 2016 attrition is included in the pro forma. Chief Hollinger stated that it is.

Mr. Waltman questioned if overtime costs were included. Chief Hollinger stated that 2013 budgeted overtime costs are \$640,000 but that this is always exceeded. He stated that overtime costs are difficult to foresee.

Mr. Waltman questioned if half this cost can be saved through the grant. Chief Hollinger stated that it could.

Mr. Waltman stated that according to his calculations, the City would be ahead in year one of the grant. He stated that overtime should be included on the pro forma. Chief

Hollinger stated that overtime costs are a large variable.

Mr. Marmarou stated that he would rather hire additional employees than continue to pay overtime.

Mr. Waltman stated that this is why overtime should be included on the pro forma. He stated that the net impact needs to be known. He suggested that the grant be accepted if \$500,000 can be saved over the term of the grant.

Ms. Goodman-Hinnershitz stated that sustainability is always in issue with grants. She noted the need to plan ahead.

Mr. Waltman stated that this is not just about funding but also about strengthening the department.

Chief Hollinger stated that the department can re-apply for additional funds at the end of this grant to assist with sustainability. He stated that there may also be ways to decrease the start-up costs.

Ms. Snyder stated that attrition is unknown. She stated that it is also unclear if all who begin training will complete it.

Chief Heim arrived at this time.

Ms. Snyder questioned how to train another class that may be starting in the middle. Chief Hollinger stated that since these costs are covered by the City, the new hires would have opportunities to be fully trained.

Ms. Snyder stated that the decrease in overtime is also affected by the terms of the current contract. She reminded Council that the contract has not been ratified as issues remain.

Mr. Waltman stated that he will look to Ms. Snyder for a final determination. He expressed his belief that the City should take advantage of this grant.

Ms. Snyder stated that it is also unclear if layoffs occur who would be affected. She stated that according to State Code, those eligible for retirement may be let go first. She noted that issue must also be discussed with the IAFF and that a plan is needed.

Mr. Waltman noted the need to also have the support of PFM.

Ms. Snyder stated that it is also unclear if there are enough names on the current list to cover the new hires.

Mr. Waltman questioned if Council action was needed at their upcoming meeting. Ms. Snyder stated that Council will need to amend the Position Ordinance to add the positions. She stated that this needs to be enacted by March 8. She noted the need to have a sense of Council's position before moving forward.

Mr. Waltman stated that he is comfortable with the preliminary numbers. He stated that it would be difficult to walk away from this grant.

Ms. Snyder suggested introducing the ordinance amendment on Monday as a placeholder to get the process started.

Ms. Goodman-Hinnershitz agreed with getting the process started. She noted the need to form a work group to examine EMS service. She stated that this should not be a cab service. She noted the need for local hospitals to be involved on the work group. Ms. Snyder stated that if the calls must be taken the operational costs remain the same.

Ms. Goodman-Hinnershitz stated that the discussion should still occur. She stated that healthcare is changing. Chief Hollinger noted the need to know where the City fits in the changes.

Mr. Waltman stated that the City offers the best services in the area. Chief Hollinger stated that he is very proud of the department.

Chief Hollinger left at this time.

Notification of Customer Lists by Trash Hauler

Mr. Denbowski stated that Section 104 of the Solid Waste Ordinance describes the reporting requirements. He stated that at the time this was written the City was hoping for a single hauler. He stated that the referendum failed and the ordinance was amended in response.

Mr. Denbowski stated that the ordinance requires haulers to submit a report of its customers to the City bi-annually. He stated that these lists are compared to the City's database to ensure that those not on the City system have a hauler. He stated that this review has not taken place since 2009. He noted the need to enforce the requirements as trash removal is problematic.

Mr. Denbowski stated that the current review began in October 2012. He stated that a list was generated of those with private haulers. He stated that he has contacted the haulers which he is aware of to request the submission of the lists. He stated that the haulers were cooperative in the past but now are not. He stated that residents with private haulers received a postcard requesting verification of the name of their hauler.

Mr. Denbowski stated that the City has 27,166 residential units. Of those, 16,623 are on the City system. No action is being taken on the 1,600 vacant properties. He stated that postcards were sent to 8,950 units and that 4,897 have not returned the postcards. He stated that the units who did not respond will be sent certified letters.

Mr. Denbowski stated that those not responding to the first letter will be sent a second notice notifying them that they will be added to the City program if they do not respond. He stated that the goal is not a fine but to get a reply. If there is no response, the third letter welcomes them to the City program and includes a bill. He explained that he is lenient with what is acceptable as proof of a hauler.

Mr. Marmarou questioned why there is no follow up with the hauler. Mr. Denbowski stated that it was determined by a past solicitor that the City was unable to do so and that it would be easier to deal with property owners. He stated that the City has lost Court cases dealing with solid waste in the past.

Mr. Jones explained that the City has no leverage with haulers if they cannot license them. He stated that this was a major case lost in Court.

Mr. Denbowski stated that the path of least resistance is with owners. He stated that sending the letters certified provides proof that will stand up in Court that the City made contact with the owner. He stated that after many of these properties are placed in the City system, they do not pay. He stated that there are aggressive collection efforts and due process issues.

Mr. Denbowski expressed the belief that the haulers cooperated in 2009 because the referendum had recently failed. He stated that he currently has two people on light duty working on this project but that they are weeks behind schedule. He stated that the City hauler is taking much more than the contract covers.

Ms. Goodman-Hinnershitz questioned the cost of a certified letter. Mr. Denbowski stated that it is \$5.75 each. He stated that the City will recoup the money but that it must be paid up-front. He stated that there is also a large clerical burden. He stated

that he will continue working on the project but that it is not feasible for the future.

Mr. Denbowski stated that he has been reviewing the Solid Waste Ordinance. He suggested that a portion be added to allow owners to report their hauler on a consistent basis. He noted the problem of owners changing haulers on a regular basis. He stated that the certified letters have cost \$28,000. He noted the need for due diligence for the City hauler and that compliance is becoming problematic again. He noted the need for an updated process that is realistic and less labor intensive.

Mr. Waltman suggested that the Administration review the process. He suggested an annual review and a voucher system.

Ms. Goodman-Hinnershitz suggested that the Administration bring options to Council rather than Council giving options to the Administration.

Ms. Snyder stated that her office has fielded many complaint calls about the cost of certified letters. She stated that going from a postcard to a certified letter may be one step too fast. She noted the need for an interim step to try to collect the information.

Mr. Denbowski stated that most of the letters have already been mailed. He projected that 1,500 will not comply and he is preparing to add them to the City program.

Ms. Snyder stated that there has been an increase in those using the City system. Mr. Denbowski clarified that the CSC has noticed an increase in applications.

Ms. Snyder stated that this evening's presentation was an update and historical review. She stated that the Administration continues to work on this issue and will bring recommendations back to Council.

Mr. Waltman noted the need for a fair process.

Ms. Goodman-Hinnershitz noted the need for the process to be efficient and cost effective. She noted the need to explain to the haulers that if they do not submit the lists they run the risk of losing customers who will be put on the City system.

Mr. Denbowski stated that there are also trust issues and that he is working to rebuilding relationships with the haulers.

Wyomissing Park Streetlight Update

Mr. Jones stated that this is an ongoing issue. He stated that one circuit is completely

out and others have lights out scattered across the circuit. He stated that the lights and poles are very old and are wired in a way that if one light goes out, they all go out. He stated that the lights and poles are in a style that is no longer available. He explained that Met Ed owns the lights and will replace them with standard fixtures at no cost but that the City must perform excavation and restoration. He stated that residents do not want the standard fixtures in their neighborhood.

Mr. Jones stated that meetings continue on this topic and several residents have attended and become involved in the committee.

Ms. Snyder stated that she is working with Met Ed to determine the cost for the City to purchase these circuits. She stated that the City would then retrofit the fixtures and assume replacement cost and maintenance responsibilities. She stated that there are several options being explored which will more closely resemble the current fixtures.

Mr. Waltman questioned the cost. Ms. Snyder stated that this is part of the reason why the Administration would like to continue discussions on the street light assessment.

Mr. Waltman questioned if capital funds were available to use for this project. Mr. Snyder stated that there is no Capital budget for 2013. She stated that gas lights are also being explored with UGI.

Mr. Waltman noted the importance of maintaining the character of this neighborhood.

Ms. Goodman-Hinnershitz noted the need to continue to update Councilor Corcoran.

Penn Street Project Update

Mr. Jones explained that there are two projects – one is replacing the brick crosswalks at 2nd and 3rd Sts and one is adding pedestrian lighting from 2nd through 8th Sts. He explained that OCR has added some pedestrian lighting but more needs to be installed.

Mr. Jones explained that federal funds will be used for both projects and that PennDOT bid procedures must be followed. He explained that bids for both projects needed to be disqualified as the respondents did not meet PennDOT requirements. He noted the need to add a construction inspection firm to the process. He stated that all contracts are being rebid and that Council will award them in 2013.

Ms. Snyder questioned the completion of the projects. Mr. Jones stated that construction should begin in May.

Mr. Waltman noted the problems with pedestrians and traffic at the IMAX. He stated that the rail on the garage side guides pedestrians to the corner but that the theater side does not have a rail and people cross in the middle of the block and then are impeded by the railing.

Mr. Jones explained that there are several plans to improve this intersection and all attempt to make it safer for pedestrians.

Chief Heim stated that the City insisted on the installation of the railing to safeguard pedestrians.

Cotton St Repaving Update

Ms. Goodman-Hinnershitz questioned where this project stands. Mr. Jones stated that with the removal of the street assessment from the 2013 budget this project will not move forward. He stated that he has been working with Rep. Caltagirone for State funds for several paving projects and that Cotton St is at the top of the list.

Ms. Goodman-Hinnershitz stated that she will follow up with Rep. Caltagirone.

Ms. Snyder noted the need to continue examining the street assessment. Mr. Jones clarified that the street light assessment would also assist as it would redirect liquid fuels funds to paving projects rather than street light costs.

Gas Meter Update

Ms. Snyder stated that Mr. Younger has contacted the solicitor for Lancaster. He stated that the meters remained inside in preservation areas only. She stated that in preservation areas only the regulator was outside. She stated that Mr. Younger will be contacting the solicitor for UGI.

Ms. Snyder noted the need for the City to have regulations and requirements for contractors making repairs.

Mr. Jones explained that the street repair contractor will place a temporary patch and come back in 90 days to install the permanent patch.

Ms. Goodman-Hinnershitz noted that many sidewalks have not been repaired after the meter has been relocated. She stated that East Reading has been hit very hard.

Ms. Katzenmoyer explained that work on her block was complete in mid October. She stated that they continue to use her street as a staging area storing equipment and

supplies. She stated that this has complicated parking as they have taken the park side of the 200 block of S 18th St from Forest to Haak Sts. Mr. Jones stated that he will contact UGI about this issue tomorrow.

Mr. Waltman questioned if the new regulations have been passed by the State or if they are still pending. Ms. Snyder stated that they are still pending. She questioned if Council wished to sue UGI.

Mr. Waltman suggested that Council hear a report from the solicitor before deciding to move forward with a lawsuit.

Ms. Snyder stated that a much larger portion of Lancaster is considered preservation.

Mr. Waltman stated that many meters are being relocated outside in the Centre Park area. He stated that the meters in general take up too much sidewalk space. He stated that he is still not convinced that moving the meters outside is a safety issue.

Ms. Snyder agreed and stated that the regulator being outside is the safety issue, not the meter.

Albright Crosswalk Request

Mr. Marmarou stated that Albright has requested the installation of a crosswalk from campus to N. 14th St at Union St. He stated that he does not support this and the neighbors do not either. He stated that this would be for students to leave campus and go to the pizza shop.

Chief Heim stated that the City must authorize these installations. He expressed the belief that the College will not install them without the City's permission in the future.

2012 Crime Statistics

Chief Heim distributed a three year crime trend analysis. He stated that Part 1 crimes have dropped as have shootings specifically. He stated that numbers are beginning to increase. He stated that violent crimes have also decreased but that he would like to ensure that continues. He stated that crime in the City is not as bad as it is reported to be. He stated that Reading is comparable to other Pennsylvania cities. He noted that improvement continues and that the situation is better than in the past.

Crime Summit Recap/Update

Chief Heim stated that he has gotten a commitment from the State Parole Board to take a more active role in Reading and check the status of parolees. He stated that the LCB

has also committed to being more active in Reading.

Ms. Goodman-Hinnershitz questioned how reporting on initiatives would be handled. Ms. Snyder stated that she was not invited to the Crime Summit.

Ms. Goodman-Hinnershitz noted the need to track follow through.

Mr. Marmarou questioned how questions submitted at the Crime Summit would be answered.

Chief Heim stated that the initiatives chosen at the Crime Summit are not what he would have chosen. He stated that he has made his own recommendations to the Mayor and Ms. Snyder. He stated that more involvement by other agencies will be a benefit to the City at no additional cost.

Mr. Marmarou questioned if agencies notify the City when they are coming in. Chief Heim stated that they only do sometimes.

Mr. Marmarou stated that it is good to work together.

Ms. Goodman-Hinnershitz stated that there are also legislative issues which must be addressed.

Chief Heim stated that a law enforcement meeting was held before the Summit which was very productive.

Police Training Update

Chief Heim stated that the department has been in transition and much training has occurred over the past two years. He stated that all funds were utilized and that Albright made a \$10,000 contribution to the department. He stated that most of this contribution was used for supervisory training.

Chief Heim stated that the transition has brought in new blood, new energy and new ideas but that much institutional knowledge has been lost.

The meeting adjourned at 6:50 pm.

Respectfully submitted by
Shelly Katzenmoyer, Deputy City Clerk

RESOLUTION NO. 608-93

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS FOLLOWS:

That the Mayor be and he is hereby authorized and directed to execute, on behalf of the City of Reading, attested to by the City Clerk, an Agreement with the Egelman's Park Association, wherein the Agreement entered into by the said parties is extended from June 1, 1993, for a period of twenty-five (25) years until May 31, 2018.

Passed Council Oct 27, 1993

WARREN H. HAGGERTY JR.

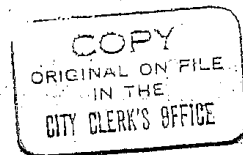
MAYOR

Attest:

RUTH M. THOMPSON

CITY CLERK

[SOL1:HRG/EGELPK.WPS]



A G R E E M E N T

THIS AGREEMENT entered into as of the 27th day of Oct., 1993, by and between the Egelman's Park Association, a nonprofit association organized and existing under the laws of the Commonwealth of Pennsylvania with its principal office located at Reading, Pennsylvania, (hereafter called "Service Agency"),

A N D

the CITY OF READING, a third class city organized and existing under the laws of the Commonwealth of Pennsylvania with its principal office located at Eighth and Washington Streets, Reading, Berks County, Pennsylvania (hereafter called "City").

W I T N E S E T H:

WHEREAS, the parties hereto have recognized a community need for the development of greater recreational facilities for the citizens of the City of Reading and environs; and

WHEREAS, the City presently owns a tract of land located within the borders of the City of Reading, the tract identified in this Agreement as the Egelman's Park Baseball Field (hereafter called "Egelman's Field"); and

WHEREAS, the parties hereby are interested in maintaining a cooperative effort to further develop a portion of the Egelman's Field into multi-purpose athletic fields together with certain supporting utility services; and

WHEREAS, the City has the legal power to carry out the construction and operation of the recreational facilities contemplated herein.

NOW THEREFORE, AND INTENDING TO BE LEGALLY BOUND HEREBY, and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. All previous Agreements between the parties are deemed null and void without any further liability to either party, and the parties now agree to be bound by the terms contained in the within Agreement.
2. The Service Agency will attempt to obtain pledges, raise and/or arrange for the contribution of monies and/or labor services or materials from third parties.
3. The City agrees to proceed, to the extent there are Service Agency Contribution Funds available, with the further development of Egelman's Field. The portion of Egelman's Field slated for recreational development shall hereafter be called the Recreational Project. The City agrees to reserve and preserve any of the Service Agency Contributions received by it for only the Recreational Project and shall maintain the same until such time as the Recreational Project is completed, otherwise all monies shall be returned to the Service Agency.
4. The City agrees that it shall be responsible for a certain portion of the maintenance and repair of the Recreational Project, as shown on Exhibit "A", incorporated herein by reference, on a calendar year to calendar year basis unless the City gives written notice to the Service Agency at least ninety (90) days before the end of the current calendar year of the City's election not to assume said responsibility. The Service Agency acknowledges that the City's participation in this Agreement is based on circumstances as they now exist and that the City, by agreeing to enter the Recreational Project, shall not have any legal or moral obligation to continue this Project, and that the decision by the City to terminate this Agreement may be for any cause deemed sufficient by the City. In the event the City terminates this Agreement, said termination shall not give the City any liability to the Service Agency or any other party on account of said termination.

All notices shall be given to the Service Agency at the following address: Egelman's Park Association, P.O. Box 4413, Reading, Pennsylvania, 19606.

5. In recognition of the Service Agency's involvement and contributions to this Recreational Project, the City shall arrange for and provide for a suitable sign or plaque to be erected at an appropriate focal point within the Recreational Project commemorating the involvement and contribution of the Service Agency.

6. (a) The City agrees to indemnify and hold harmless the Service Agency as well as any Cooperating Service Agencies from any and all claims, damages, suits or expenses and charges, including legal fees in defense thereof that might be asserted by any party participating in or arising out of the City's construction and its portion of maintenance of the Recreational Project.

(b) The Service Agency agrees to indemnify and hold harmless the City from any and all claims, damages, suits or expenses and charges, including legal fees in defense thereof that might be asserted by any party participating in or arising out of the Service Agency's and any Cooperating Service Agencies' involvement in the construction of the Recreational Project.

7. The parties recognize and understand that the Service Agency may be able to arrange for the contribution of services, materials or labor as an in-kind contribution and in the event the contributor of such services, materials or labor is willing to proceed to make an improvement contemplated by the Recreational Project, the City agrees to permit such improvement to be made providing it is done in a workmanlike manner by a contributor/contractor acceptable to the City, and the City is assured that the contributor/contractor assumes the risk and has adequate insurance coverage in

the event the contribution consists of a specific installation to be made to the Recreational Project. Notwithstanding the above, the City reserves all rights to the overall control and supervision of the construction of the Recreational Project.

8. The Service Agency has arranged for the formation and establishment of a Charitable nonprofit recreational/athletic association (hereafter called "Association") comprised of the East Reading Athletic Association, Central Catholic High School, and the Berks County Catholic Youth Organization providing for the leasing of the Egelman's Field, for lease payment of One and 00/100 (\$1.00) per year. The City shall provide certain ongoing maintenance as set forth in Paragraph 4, recited in Exhibit "A", hereof but subject to the terms set forth in such paragraph and Exhibit. The Association shall be responsible for the operation and day-to-day use of the land and facilities leased which shall include the establishment of fees and maintenance charges for such use.

(a) The City, however, reserves the right to grant use of the land and facilities leased on those days, and at those times, which have not been scheduled by the Association. →

(b) The Association agrees not to permit the use of the field by any organization which discriminates against participation because of race, creed, sex or color.

9. The Service Agency reserves the right to observe the work performed by the City on the Recreational Project and to consult with the City to assure compliance with the plans for such Recreational Project and the requirements of this Agreement.

10. This Agreement shall inure to the benefit of and be binding upon the respective parties, their successors and assigns.

11. This Agreement shall be effective as of June 1, 1993, and continue until May 31, 2018, and year to year thereafter, unless either party serves written notice upon the other at least ninety (90) days prior to June 1 of any calendar year of its election to terminate.

12. This Agreement shall be construed and interpreted under the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this day and year first above written.

CITY OF READING

By: William H. Hengerty
Mayor

Attest: Ruth M. Thompson
City Clerk

EGELMAN'S PARK ASSOCIATION

By: R. D. Tabor

Attest: Sandra J. Caputo

EXHIBIT "A"

City of Reading Responsibilities for Operation,
Maintenance and Repair of the Recreational Project

1. To provide for regular pick-up of the litter and trash that has been put into the containers at the site by the Egelman's Park Association or its successor.
2. To provide and plant the necessary grass seed, fertilizer, etc., for the continued maintenance of the Recreational Project.
3. To place no trespassing signs at appropriate locations.
4. To provide City maintenance equipment from time to time, as needed.
5. To be responsible for the operation of the rest room facilities, electric, water and sewer service and improvements serving the Recreational Project.
6. To provide grounds maintenance for the period other than the twelve (12) weeks during the summer months when other parties provide the crew work.